

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.05-259**  
**ANNUAL REQUIREMENTS FOR**  
**PRINTING AND DISTRIBUTION OF PARKS BROCHURES**

**DATE:** September 28, 2006

**CONTRACT PERIOD:** Nov.1,2006 thru Oct.31,2007

**CONTRACTOR:** Rodgers & McDonald  
1020 E. 230 Street  
Carson, CA 90745

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** John Calise  
**Telephone No.:** 310.816.0333  
**FAX No.:** 310.816.0344  
**E-Mail Address:** [johncalise@rmgraphics.com](mailto:johncalise@rmgraphics.com)

---

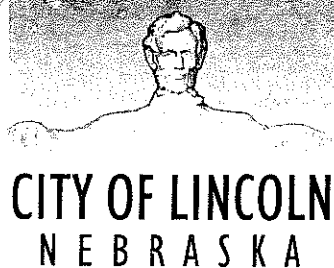
THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**Per Specification 05-259**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. 077073  
Dated 8-28-06



Purchasing Division / Finance Department  
Vince M. Mejer, Purchasing Agent  
440 South 8th Street  
Suite 200, Southwest Wing  
Lincoln, Nebraska 68508

402-441-7410  
fax: 402-441-6513



MAYOR COLEEN J. SENG

lincoln.ne.gov

August 3, 2006

Mr. John Calise  
Rodgers & McDonald  
1020 E. 230 Street  
Carson, CA 90745

RE: ANNUAL REQUIREMENTS FOR PRINTING AND DISTRIBUTION OF PARKS BROCHURES,  
SPEC. 05-259

Dear Mr. Calise:

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County desires to **renew the contract** for one (1) additional term beginning **November 1, 2006 thru October 31, 2007.**

We wish to renew the attached original contract with the terms and conditions of the original Bid Specification, No. 05-259 which will supercede the Addendum to Agreement dated January 4, 2006. The contract will include the following:

1. Number of copies printed and delivered to be approximately 107,000.
2. Distribution method to be USPS.
3. Rodgers & McDonald to print all issues of "City Compass" for 2007.

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. **Please return the original letter back to our office (faxed copy is not acceptable) by August 10, 2006,** for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renew has been signed and an Executive Order issued you shall receive an Award Notification and your copy of the contract by mail.

**If your company should choose *not* to renew this contract in it's original form, please *state on your letterhead* the reasons and return to the City of Lincoln/Purchasing Dept, 440 So. 8<sup>th</sup>, Suite 200, Lincoln, NE 68508, Attn: Tom Kopplin**

Vince Mejer  
Purchasing Agent

Company Name

Company Address

Phone No.

FAX No.

E-Mail Address

By(print)

Title

Date

Signature

Official City Use Only

Dated this 28 day  
of Aug 2006

Coleen J. Seng, Mayor

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**FOR**

**THE ANNUAL REQUIREMENTS FOR PRINTING AND DISTRIBUTION  
OF PARKS BROCHURES  
SPECIFICATION 05-259**

**Contractor:  
Rodgers & McDonald  
1020 E. 230th  
Carson, CA 90745**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 15th day of November 2005, by and between Rodgers & McDonald, 1020 E. 230<sup>th</sup>, Carson, CA 90745 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

The Annual Requirements for Printing & Distribution of Parks Brochures and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City: AS PER RATES ESTABLISHED IN BID SPECIFICATION NO. 05-259 FOR THE ANNUAL REQUIREMENTS FOR PRINTING AND DISTRIBUTION OF PARKS BROCHURES.

## CONTRACT AGREEMENT

The Work included in this Contract shall begin upon the receipt of signed contract. The completion of each printing shall be as per Parks & Recreation established.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

### EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Ann E. Rose  
City Clerk



CITY OF LINCOLN, NEBRASKA

Calvin J. Seitz  
Mayor

Approved by Executive or No. 75025  
dated 12-14-05

### EXECUTION BY CONTRACTOR

Rodgers & McDonald  
Name of Corporation

Type of Organization

1020 E. 230<sup>th</sup>, Carson, CA 90745  
(Address)

John Calise  
By (Signature)

John Calise  
Printed Name

# ADDENDUM TO AGREEMENT

AGREEMENT BETWEEN: City of Lincoln, Parks and Recreation Department and Rodgers & McDonald Printing & Graphics  
FOR: the purpose of providing printing and preparation for distribution through the United States Postal Service (USPS) via Lincoln NE, Main Post Office at 700 R Street, Lincoln NE 68501

This Addendum is hereby entered into on this 4th day of January, 2006, by and between Lincoln Parks and Recreation And Rodgers & McDonald Printing & Graphics, for the purpose of amending a "Agreement" dated December 14, 2005 (the "Agreement"), a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, City of Lincoln Nebraska (City) has caused to be prepared, in accordance with law, Specifications, Plans, and other documents for the Printing/Preparation and Delivery of the publication "City Compass". City specification # 05-259 (the Work) and has caused to be published and advertisement for and in connection with said Work; and,

WHEREAS, the Parties to the Agreement, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvas has determined the Proposal to the be lowest responsible Proposer for said Work for the sum or sums named in the Proposal, a copy thereof being attached to and made a part of this Agreement; and

WHEREAS, the City having examined the Proposal has requested the confirmation of several details of the arrangement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) a reduction in the number of copies printed and delivered from approximately 107,000 to approximately 61,000 pieces; and
- 2) a change to the distribution method from preparation for USPS mailing to the insertion into Lincoln's local newspaper the Lincoln Journal Star with delivery to 900 Q Street, Lincoln NE 68508; and
- 3) to allow the City of Lincoln, Parks and Recreation to use Rodgers & McDonald services to print the remaining two issues of the "City Compass" for 2006; and
- 4) if the parties listed above do not both sign this addendum, the City of Lincoln will elect to terminate this contract as provided in section six (6) of the Special Provisions for a Commodity Contract for lack of funding.
- 5) All other terms of the Contract, not in conflict with this Addendum, remain in effect.

The Parties to the Agreement do hereby agree that all the terms and conditions of this Addendum to the Agreement shall by these presents be binding upon themselves, and their heir heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Agreement Parties do hereby execute this Addendum.

EXECUTED this \_\_\_\_ day of \_\_, 2006.

BY: \_\_\_\_\_  
Mayor, City of Lincoln

EXECUTED this \_\_\_\_ day of \_\_\_, 2006.

Rodgers & McDonald  
John Calise, Account Executive  
Carson CA 90745  
(310)816-0333

BY:  \_\_\_\_\_

PRINTED: John Calise

C:\Documents and Settings\qppjaw\Desktop\RMaddendum1.wpd